

**From:** MaryAnn Verillo  
**Sent:** Monday, April 12, 2021 10:22 AM  
**To:** Karen Phillips; Sally Walsh; Bryan Pankhurst  
**Cc:** Daisy Ruiz; Christina Flores  
**Subject:** Tonight's Agenda Item 11.d

**Importance:** High

FYI

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**Sent:** Monday, April 12, 2021 10:20 AM  
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**Subject:** Tonight's Agenda Item 11.d  
**Importance:** High

Dear Mayor and City Council,

I wanted to provide some additional information relating to the permanent well site easement and temporary access easement for the LTC Ranch Well Site, scheduled to be heard as Agenda Item 11.d tonight. Both easements contain indemnification provisions. The property owner required this because of FPL easements/facilities located near or on the property. The indemnification provision is limited on the amount the City has to pay out per claim or judgment to \$200,000.00, or when totaled with all other claims or judgments arising out of the same incident, to \$300,000.00. While the indemnification provision is limited on the amounts that the City may have to pay per claim and per incident, the number of claims or incidents is indeterminate, and the City will be responsible for indemnifying claims/incidents in perpetuity, unless the Easement Agreement is terminated.

Additionally, the intent is that the property that is subject to the permanent well site easement will eventually be conveyed to the City. This will be solidified through the pending DRI Amendment to the LTC Ranch DRI (Tonight's Agenda Item 11a). See Condition 14 of the proposed DRI Resolution which states the following:

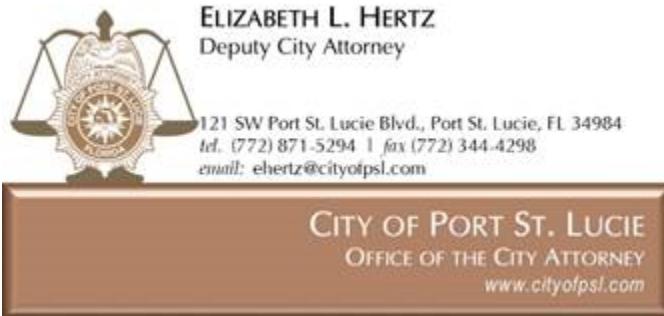
RECREATION AND OPEN SPACE Before the issuance of a certificate of occupancy for the first residence in the DRI West Side, Midway Glades Developers, LLC, or its successor or assigns, shall convey a site to the City of Port St. Lucie to be used for park and recreational facilities, depicted on Map H-1 as the 113 acre OSR/I Dedication Site. The OSR/I Dedication Site is encumbered by a Well Site Easement Agreement, whereby Midway Glades Developers, LLC granted the City an easement for a well site and related improvements, and for access thereto, and the area encumbered by this easement shall not be deemed to reduce the acreage of the land being donated to the City for the OSR/I Dedication Site. As to the City's park impact fee ordinance, the owner of a parcel upon

which development is proposed may elect either a payment of the impact fee or construction of improvements for public parks with an impact fee credit, if approved by the City. **The DRI East Side has no obligations with respect to this Paragraph 14, as there is no residential development permitted within the DRI East Side.**

When the underlying property is conveyed to the City the easement will merge into the fee and the easement will terminate. Additionally, the temporary access easement will terminate when the permanent access point to the well site from Glades Cutoff Road has been completed, or five years from the commencement of the temporary access term, whichever occurs earlier.

Please let me know if you have questions or concerns.

Regards,



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